

LS 6-0200-A

6 February 1956

OGC HAS REVIEWED.

MEMORANDUM FOR: Chief, NEA

25X1A9a

SUBJECT : Storage of Household Goods of [REDACTED]

1. Your memorandum of 13 January 1956 requests that this Office review [REDACTED] claim for reimbursement for storage charges from 2 November 1954 until 15 December 1955.

2. [REDACTED] returned to headquarters on permanent change of station from an overseas assignment on 2 August 1954. From this date until 15 December 1955, her time was divided between short periods of training in Agency courses, a month or less of hospitalization and two extended TDY tours in [REDACTED]. It was not until her return from the second TDY tour in December 1955 that she had occasion to set up housekeeping in Washington and take her household effects out of storage. Under the controlling law and regulations, the Agency paid the cost of storage for 90 days after her arrival in Washington on permanent change of station in August 1954. It is [REDACTED] belief that because of peculiar circumstances in her case she is entitled to reimbursement for storage charges for the whole period until her return from the second TDY tour in December 1955.

3. There is no legal basis for reimbursement of storage charges beyond the first 90 days after arrival at a post on permanent change of station. Neither, in this case, is there any equitable basis for claim of reimbursement. During the whole period from 2 August 1954 to 15 December 1955 [REDACTED] was assigned to Washington, D.C. as a permanent duty post. If she did not set up housekeeping during this period, it was her own choice not to do so. If she had rented an apartment or house, the storage charges would not have accrued. The fact that her Agency assignments in this period made it impractical to set up housekeeping could hardly be considered a ground for claiming reimbursement for storage costs. In the ordinary course of events, it is true most employees serving TDY tours for extended periods would not have to incur storage costs for their furniture, but only because they are occupying a house or an apartment for which they are paying. The fact is that [REDACTED] saved money by the fortunate circumstances of being told of her pending TDY assignment before she had leased an apartment. Any extra expenses incurred because of TDY assignments must be considered to be reimbursed through the per diem she undoubtedly received during these periods.

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4. Reimbursement for the storage costs claimed here would be legally objectionable.

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Office of General Counsel

JDM:pmm

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